

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

CHIQUITA FRESH,

No. C-11-06683 DMR

Plaintiff(s),

**ORDER RE: PAYMENT OF BREACH  
OF CONTRACT DAMAGES;  
PROTOCOL FOR PAYMENT OF  
ONGOING DEFENSE COSTS**

v.

GREENE TRANSPORT,

Defendant(s).

On June 7, 2013, the court granted partial summary judgment in favor of Plaintiff Chiquita Fresh North America L.L.C. with respect to its claim that Defendant Greene Transport Company (“GTC”) breached the parties’ Carrier Agreement by failing to defend Chiquita in a Florida lawsuit in which Chiquita was named a defendant. [Docket No. 65.] The court ordered the parties to brief the issue of contract damages, which they did. On October 23, 2013, the court granted in part Chiquita’s motion for breach of contract damages and awarded Chiquita damages in the amount of \$283,956.75. [Docket No. 92.] Since then, Chiquita has requested from GTC a payment schedule and an ongoing payment protocol, and to date has received neither. *See* Docket No. 95. GTC has taken the position that Chiquita is not entitled to receive payment until the court orders payment or the order finding GTC liable for breach of contract becomes a final judgment. *Id.* The court has determined that this matter is suitable for resolution without oral argument. Civil L.R. 7-1(b).

GTC is ordered to pay \$283,956.75 to Chiquita within **thirty (30) days** of this order.

As to continuing costs of defense, invoices will be submitted by the law firm of Burnham Brown to counsel for GTC. Invoices may be redacted only to reflect information protected by privilege, and any redactions must be documented on a privilege log that shall be submitted contemporaneously with the invoices. Given the court's previous instruction to Chiquita in this case, any over-redaction may result in a court order reducing the payable amount of an invoice. Any unchallenged amounts in an invoice are to be paid within 45 days of receipt of the invoice by GTC. If GTC disputes any charges, it must submit a detailed explanation of its challenge in writing to Burnham Brown within 25 days of receipt of the invoice. The parties must promptly meet and confer in person or over the phone regarding the dispute. If the parties are unable to reach a resolution, they shall file a joint letter within 45 days of GTC's receipt of the invoice. The joint letter shall not exceed eight pages, and Chiquita shall lodge the relevant unredacted and redacted invoices with the court for in camera review.

IT IS SO ORDERED.

Dated: December 17, 2013

